

INVITATION FOR BIDS



Howard County, Maryland
OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, Maryland 21046

COMMODITY CONTRACT FOR BUS SHELTERS (RE-BID)

BID NUMBER: 2011-28

OPENING: 11:00 A.M., WEDNESDAY, DECEMBER 22, 2010

BUYER: INA B. CAPLAN, C.P.M. BUYER

PHONE: (410) 313-6381

EMAIL: icaplan@howardcountymd.gov



Formal IFBs and IFB Results are available on the Website:

www.howardcountymd.gov/purchasing

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**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE DOCUMENTS ARE NOT ENCLOSED.**

DOCUMENT A

KEY INFORMATION SUMMARY

IFB Number:	2011-28
IFB Name:	Commodity Contract for Bus Shelters (re-bid)
Issue Date:	Thursday, December 9, 2010
Buyer:	Ina B. Caplan, C.P.M. icaplan@howardcountymd.gov 410-313-6381
Pre-Bid Date:	N/A
Pre-Bid Location and Registration:	N/A
Questions Due and to Whom:	Questions due no later than Noon, Thursday, December 16, 2010 Submit questions to: Ina B. Caplan, C.P.M. at icaplan@howardcountymd.gov Questions must be submitted to the Buyer at the email address listed above.
Bid Due:	11:00 A.M., Wednesday, December 22, 2010
Mail/Deliver Bids to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370
Agreement Term:	One year with four (4) one-year renewal options.
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	N/A

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-6370.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing web site for updates to solicitations.

www.howardcountymd.gov/purchasing

DOCUMENT B

PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.

- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
- 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
- 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.
- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:

- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
 - 19.2 Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatever.
 - 19.3 Injury to Employees: The Contractor will indemnify, save harmless and defend the County from all liability for loss, damage or injury to person or property in any manner arising out of, or incident to, the performance of this Purchase Order.
 - 19.4 Workmen's Compensation: The Contractor will indemnify, save harmless and defend the County from any and all claims, demands or suits made or brought against the County on account of any of the terms or provisions of the Workmen's Compensation Law of the State in which said work is to be performed, effective on the date of the Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
 - 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

DOCUMENT C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications
- 1.3 Bid – All information submitted by the Contractor in response to this solicitation
- 1.4 Bidder – Any entity that submits a response to this IFB
- 1.5 Buyer – The County's Purchasing Representative for the resulting Agreement
- 1.6 Agreement – The Invitation For Bid documents and any addenda, the Contractor's response to this solicitation, and subsequent Purchase Orders
- 1.7 County – Howard County, Maryland
- 1.8 County Purchasing Agent – The Chief Administrative Officer for the County
- 1.9 Contractor – Any bidder; most often the successful bidder
- 1.10 Designee – Specifically appointed alternate signatory or decision maker
- 1.11 Invitation For Bid (IFB) – All documents identified in the Table of Contents, including any addenda
- 1.12 County's Technical Representative – The County's representative that serves as the technical manager for the Agreement
- 1.13 Equal Business Opportunity (EBO) – The County's minority business enterprise program
- 1.14 Issuing Office – The Howard County Office of Purchasing
- 1.15 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods
- 1.16 Solicitation – The Invitation For Bid
- 1.17 User Agency – County department or office for which goods and/or services are being purchased

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all bids or parts of bids when, in the County Purchasing Agent's/Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in bids as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices bid. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's/Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

- 2.6 Bids which show any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsive bids, or bids obviously unbalanced may be rejected.
- 3 **COMPETITION:**
- 3.1 The name of any manufacturer, trade name, or manufacturer or vendor catalog number mentioned in this solicitation is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications unless otherwise stated in the solicitation.
- 3.2 A Contractor may offer only one price on each item. Submission by a single Contractor of more than one price for a single item shall be sufficient cause for rejection of all prices for that item submitted by the Contractor. Alternate bids are prohibited and will be rejected.
- 4 **PERIOD OF VALIDITY:** Unless otherwise specified, all formal bids submitted shall be irrevocable for 120 days following the bid opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 5 **DELIVERY:**
- 5.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 5.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the bid, unless otherwise stated in the solicitation.
- 5.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 5.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 6 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County Purchasing Agent's/Designee's decision relative to the protest shall be final.
- 7 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be

resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing by the County Purchasing Agent or Designee.

- 8 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 9 **FAIR LABOR STANDARDS ACT:** All goods shipped against this order must be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended including Section 6, 7 and 12, and regulations and orders issued under Section 14 thereof.
- 10 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of bid pricing. A bid offering a cash discount in a period of less than 30 days will be evaluated as a bid without a cash discount offer. If the Contractor obtains an award by reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.
- 11 **UNIT PRICES:** Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 12 **NON-WAIVER:** Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 13 **PATENTS:** If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part is enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 14 **MARYLAND REGISTRATION:** Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation (DAT) website at: www.dat.state.md.us/ or by calling (410) 767-1340 or Toll Free (888) 246-5941.
- 15 **AVAILABILITY OF FUNDS:** The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 16 **INTEGRATION AND MODIFICATION:** This solicitation, the Contractor's response to this solicitation, subsequent Purchase Order(s), and, if applicable, the legal Agreement represents the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.

- 17 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 18 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
- 18.1 The County operates under a public information law, which permits access to most records and documents.
- 18.2 Bids will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the bid to facilitate public inspection of the nonconfidential portion of the bid. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.
- 19 COOPERATIVE PURCHASE:
- 19.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.
- 19.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.
- 20 ENVIRONMENTALLY PREFERABLE PRODUCTS: The County shall give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products. The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law.

DOCUMENT D

COMMODITY CONTRACT FOR BUS SHELTERS (RE-BID)

SPECIFICATIONS

1 SCOPE:

- 1.1 Howard County, Maryland, (the "County"), seeks a Contractor (the "Contractor"), to furnish to furnish up to fifteen (15) ADA compliant bus shelters, the initial purchase, with an option for approximately fifty (50) bus shelters during the contract term as called for in the contract documents, specifications, and price page.
- 1.2 The shelters will be ordered as needed. The County will be ordering two types of shelters; these shelter types will be named "Standard Shelter" and "Route 1 Shelter".

2 BACKGROUND:

- 2.1 Howard Transit is the local transit service for Howard County, Maryland and provides both fixed route and paratransit services throughout the County. Fixed route service operates in the eastern portion of the County in areas that include Columbia, Ellicott City, Elkridge, Jessup and other areas.
- 2.2 Central Maryland Regional Transit, (hereinafter called "CMRT") provides transit management services for the County and may act as the designated agent on behalf of the County for this procurement. The Contractor shall work with both CMRT and the County while performing work for this project.

3 INQUIRIES AND ADDENDA:

- 3.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than the date shown in the Key Information Summary, Document A.
- 3.2 Addenda to solicitations often occur prior to bid opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to frequently visit the Office of Purchasing website at www.howardcountymd.gov/purchasing to obtain Addenda.
- 3.3 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the County Purchasing Agent or Designee.

4 AGREEMENT PERIOD: The Agreement period shall be for one year commencing on or about January 1, 2011 after approval and proper execution of the Agreement documents, with a renewal option for four additional years in one-year increments, exercisable at the sole discretion of the County Purchasing Agent or Designee.

5 PRICE ADJUSTMENT:

- 5.1 Prices offered shall remain firm against any increase for one (1) year from the effective date of this Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any anticipated price changes.

- 5.2 Requests for price adjustments must be submitted to the Issuing Office, not the User Agency.
- 5.3 Requests for price adjustments must be accompanied by bona-fide manufacturer's documents or price lists reflecting the changes. Increases shall be limited to the actual cost increase to the Contractor. The County reserves the right to accept or reject the request for price increase and will do so in writing. If the price increase is approved, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 5.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is approved, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 5.5 In the event of any decrease in price either by the manufacturer or if the Contractor shall charge a lower price to other customers, the County shall be notified promptly and receive such decrease.

6 EXCLUSIVITY:

- 6.1 The County is obligated during the period stipulated to purchase all of its normal requirements from the Contractor and the Contractor shall be obligated to furnish the goods and/or services as stated.
- 6.2 Should a need arise for supplies or services which are not available in the timeframe required by the County, the County reserves the right to secure services from other sources to meet its immediate needs without prejudice of the Agreement.

7 ESTIMATED QUANTITIES: The estimated quantities stated are provided as a general guide for bidding and are not guaranteed. Actual quantities may be more or less than those estimated. The County reserves the right to add or delete items to this contract on an "As Needed" basis.

8 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Comprehensive General Liability Insurance, Comprehensive Automobile Liability Insurance, and Worker's Compensation Insurance with limits of not less than those set forth below:

- 8.1 Comprehensive General Liability Insurance: Combined Single Liability limits of \$1,000,000 each occurrence and \$1,000,000 aggregate naming Howard County, Maryland as an Additional Insured.
- 8.2 Comprehensive Automobile Liability Insurance: Combined Single Liability limit of \$1,000,000 any one accident.
- 8.3 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction, including Employer's Liability coverage, with a limit of at least \$100,000.
- 8.4 The Contractor shall assure that all subcontractors performing services in accordance with this solicitation carry identical insurance coverage as required of the Contractor, either individually or as an Additional Insured on the policies of the Contractor. Exceptions may be made only with the approval of the County. The Contractor shall

indemnify the County for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims.

- 8.5 The Contractor shall provide the County with Certificates of Insurance within ten days of bid award notification, evidencing the coverages required above. Such certificates shall provide that the County be given at least 30 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The Contractor must provide Certificates of Insurance before commencing work in connection with the Agreement. Howard County, Maryland must be shown as an Additional Insured on the certificate.
- 8.6 The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Agreement awarded or for which the Contractor may be liable by law or otherwise.
- 8.7 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.

9 METHOD OF ORDERING:

- 9.1 Purchase Orders will be issued from time to time for such quantities as may be required by the County. Purchase Orders issued against the Agreement, even if not completed within the term of the Agreement, shall continue to be bound by the terms and conditions until completion.
- 9.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such quantities as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

10 METHOD OF AWARD: The County intends to award the lowest responsive and responsible Contractor meeting the specifications for the Total Bid Price, Price Page, Bid Document "G".

11 BILLING AND PAYMENT:

- 11.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices shall be sent to Howard County Department of Planning & Zoning, 3450 Courthouse Drive, Ellicott City, Maryland 21043, Attn: Administrative Analyst. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt.
- 11.2 Each invoice shall include the following information:
 - 11.2.1 Contractor's name;
 - 11.2.2 Address;
 - 11.2.3 Federal tax identification number;
 - 11.2.4 Contract number, if applicable (the first two digits are 44XXXXXXXXX);
 - 11.2.5 Purchase Order number (the first digit is 2XXXXXXXXXX);

- 11.2.6 Contract line number;
 - 11.2.7 Unit price and extended (the unit price must match a line on the contract); and
 - 11.2.8 Description of goods provided and/or services performed.
- 11.3 The proper form of County invoices requires that the information enumerated above be included on all invoices. In order to facilitate prompt payment, invoices must contain the prescribed information in order to be successfully entered into the County's financial system. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
- 11.4 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.
- 11.5 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 11.6 Delivery tickets signed by authorized County personnel shall accompany invoice.
- 11.7 Payment shall be made after delivery and upon receipt of proper invoice from Contractor and authorized by the head of the department or their designee.
- 11.8 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 11.9 Contractor shall provide a sample invoice with response. See Exhibit IV.
- 12 **WARRANTY:**
- 12.1 The Contractor warrants the bus shelters furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for a period of one year from the date of delivery. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the County.
- 12.2 The material supplied by the Contractor shall carry the manufacturer's standard new material warranty.
- 13 **PACKAGING:** When practical, all Contractors must package and ship all products purchased by the County in packaging and containers made of recyclable or biodegradable materials. Contractors are encouraged to eliminate packaging or use the minimum amount necessary for product protection, in order to minimize waste to the greatest extent practicable.

DOCUMENT E

SOLICITATION SPECIFICATIONS

1 SPECIFICATIONS:

The County is seeking bids to design, manufacture, and deliver ADA compliant Brasco International bus shelters and related parts: Standard Bus Shelter Model No. SL612-W and Route 1 Shelter Brasco Model No. SL510 and Cantilever style shelter. or County approved alternates. The brand and models listed here do not restrict bidders to the specific brand and or model, it conveys the general style, type and characteristics the County desires.

1.1 Standard Shelter - The Standard Shelter shall meet the meet the following characteristics.

1.1.1 Dimensions/Materials:

1.1.1.1 Width: 144-150 Inches

1.1.1.2 Depth: 72-76 Inches

1.1.1.3 Height: The height of the shelter from the ground to the top edge of the fascia will be approximately 90-96 inches.

1.1.1.4 Centered Windscreen: the shelter shall be equipped with a windscreen centered in the front of the shelter.

1.1.1.5 The windscreen shall be approximately 73-75 Inches.

1.1.1.6 Entrance Openings: The shelter shall be equipped with two (2) entrances, located on each side of the windscreen and be approximately 32-40 inches wide.

1.1.1.7 The shelter frame, seat and fascia shall be constructed of aluminum.

1.1.1.8 The shelter shall have 1.5 to 2 inch mullions between glazing sheets.

1.1.1.9 Frame columns shall be approximately 2.5 by 2.5 inches.

1.1.1.10 The shelter shall be painted a custom color.

1.1.2 Glazing:

1.1.2.1 The shelter shall be supplied with clear ¼ polycarbonate glazing.

1.1.2.2 The back side shall have four (4) panels.

1.1.2.3 The sides shall two (2) panels.

1.1.2.4 The windscreen shall have two (2) panels.

- 1.1.2.5 Each glazing panel shall have the same dimensions.
 - 1.1.2.6 The glazing attachment method shall be vandal resistant and shall allow easy removal for maintenance.
 - 1.1.3 Roof:
 - 1.1.3.1 The roof shall be a ¼ inch thick white polycarbonate dome with a 2-3 inch fascia and integral gutter.
 - 1.1.3.2 The finished roof assembly shall be leak proof.
 - 1.1.3.3 Drainage shall be directed to rear of shelter and away from shelter walls.
 - 1.1.3.4 The roof dome shall not rely on self-tapping or self-drilling screws in tension for containment.
 - 1.1.4 Bench:
 - 1.1.4.1 The aluminum bench and backrest shall be attached to the inside of the shelter and shall run the entire length of the shelter.
 - 1.1.4.2 The aluminum bench and backrest shall be the same color as the shelter.
- 1.2 Route 1 Shelter - The Route 1 Shelter shall meet the meet the following characteristics:
 - 1.2.1 Dimensions/Materials:
 - 1.2.1.1 Width: 110-112 Inches
 - 1.2.1.2 Depth: 57-60 Inches
 - 1.2.1.3 Height: The height of the shelter from the ground to the top edge of the fascia/header will be approximately 90-93 inches.
 - 1.2.1.4 The shelter frame, seat and fascia shall be constructed of aluminum.
 - 1.2.1.5 The shelter shall have 2 inch mullions between glazing sheets.
 - 1.2.1.6 The frame columns shall be approximately 3 by 3 Inches.
 - 1.2.1.7 The shelter shall be painted a custom color.
 - 1.2.2 Decorative Grillwork:
 - 1.2.2.1 The shelter shall be equipped with decorative diamond patterned grillwork located on all paneled sides, on upper and lower portions.
 - 1.2.2.2 The upper grillwork shall extend about 12-14" down panel if measured from the bottom of the fascia.

- 1.2.2.3 The lower grillwork shall extend about 30" from bottom of panel.
 - 1.2.3 Glazing:
 - 1.2.3.1 The shelter shall be supplied with clear ¼-tempered glass glazing.
 - 1.2.3.2 The back shall have four (4) panels.
 - 1.2.3.3 The sides shall two (2) panels.
 - 1.2.3.4 Each glazing panel shall have the same dimensions.
 - 1.2.3.5 Glazing attachment method shall be vandal resistant and shall allow easy removal for maintenance.
 - 1.2.4 Roof:
 - 1.2.4.1 The roof shall be a ¼-inch bronze polycarbonate barrel vault roof with a 6-inch fascia and integral gutter.
 - 1.2.4.2 The finished roof assembly shall be leak proof.
 - 1.2.4.3 Drainage shall be directed to rear of shelter and away from shelter walls.
 - 1.2.4.4 The roof dome shall not rely on self-tapping or self-drilling screws in tension for containment.
 - 1.2.5 Bench:
 - 1.2.5.1 A 6' free standing Curveline bench, or County approved alternate shall be supplied with each shelter.
 - 1.2.5.2 The bench and backrest shall be painted the same color as the shelter.
 - 1.2.5.3 The bench shall be capable of being attached to pad.
 - 1.2.5.4 The bench shall include needed hardware to attach bench to pad.
- 1.3 Cantilevered Shelter – The cantilever shelter shall be a shelter with partial length side walls and overhanging roof and meet the following characteristics.
 - 1.3.1 Dimensions/Materials:
 - 1.3.1.1 Dimensions at ground level;
 - 1.3.1.2 Width 110-120 Inches
 - 1.3.1.3 Depth: 36-42 Inches

- 1.3.1.4 Dimensions at Roof Level
- 1.3.1.5 Width: 110-112 Inches
- 1.3.1.6 Depth: 57-60 Inches
- 1.3.1.7 Height: The height of the shelter from the ground to the top edge of the fascia will be approximately 90-96 inches.
- 1.3.1.8 The shelter frame, seat and fascia shall be constructed of aluminum.
- 1.3.1.9 The shelter shall have 2 inch mullions between glazing sheets.
- 1.3.1.10 The frame columns shall be approximately 3 by 3 Inches.
- 1.3.1.11 The shelter shall be painted a custom color.
- 1.3.1.12 The shelter shall be supplied with clear ¼ polycarbonate glazing.
- 1.3.1.13 The back shall have four (4) panels.
- 1.3.1.14 The sides shall one (1) panel.
- 1.3.1.15 Each glazing panel shall have the same dimensions.
- 1.3.1.16 Glazing attachment method shall be vandal resistant and shall allow easy removal for maintenance.

1.3.2 Roof:

- 1.3.2.1 The roof shall be a ¼ inch thick white polycarbonate dome with a 2-3 inch fascia and integral gutter. The finished roof assembly shall be leak proof. Drainage shall be directed to rear of shelter and away from shelter walls. The roof dome shall not rely on self-tapping or self-drilling screws in tension for containment.

1.3.3 Bench:

- 1.3.3.1 The aluminum bench and backrest shall be attached to the inside of the shelter and shall run the entire length of the shelter.
- 1.3.3.2 The aluminum bench and backrest shall be the same color as the shelter.

2 Specifications – General and Common:

2.1 Connections:

- 2.1.3 All field connections to join modular wall sections shall be concealed with shelter complete and upright. Finished joints shall be flush.

- 2.1.4 Shelters shall be supplied with an anchor system to make a vandal resistant durable and visually attractive connection to pad.
- 2.1.5 Shelters shall be computer designed and structurally engineered and be designed to be structurally stable with or without the roof and wall glazing, and be in modular sections for field erection.
- 2.1.6 Materials and Standards: Aluminum material shall conform to the standards of the American Aluminum Association. All glazing material shall conform to ANSI standards for glazing: Z97.1.1975.
- 2.2 Fasteners:
 - 2.2.3 All fasteners shall be aluminum or stainless steel or a combination thereof and shall be tamper proof.
 - 2.2.4 Zinc, carbon steel, plated, or any other "non-corrosive" fasteners are not acceptable.
 - 2.2.5 Self-tapping or self-drilling fasteners are not acceptable.
 - 2.2.6 Exposed fasteners shall be finished to match shelter finish.
- 2.3 Spare Glazing Panels: The Contractor shall provide pricing for spare glazing panels for each type of shelter.
- 2.4 Lighting and Power Supply: The Contractor shall provide a LED bulb vandal resistant lighting fixture for each shelter type. Fixtures shall be supplied with all required and necessary wiring to make connection to ground level feed or optional solar powered/battery power supply. The light fixtures shall be painted the same color as the shelter or painted in a complementary and pleasing color.
 - 2.4.3 Option - Solar Power supply:
 - 2.4.3.1 The Contractor shall offer and price solar powered battery system to power shelter lighting system.
 - 2.4.3.2 The Solar system shall be freestanding.
 - 2.4.3.3 The Contractor shall provide performance information on solar power system.
- 2.5 Schedule Holders: Contractor shall provide a schedule/map holder for each type of shelter. The holder shall have an aluminum frame painted to match the shelter. The glazing shall be clear tempered safety glass, The holder shall be designed to fit between the vertical mullions and shall be about 30 inches high, be lockable.
- 2.6 Manuals and Instructions: The shelters shall be supplied with manual/instructions to install and mount shelters, remove and install window panels and instructions on recommended cleaning methods.

- 2.7 Finish:
- 2.7.3 The shelters shall be powder coated.
- 2.7.3.1 The shelters shall be painted a custom color. The final color selection shall be determined post bid.
- 2.7.3.2 Contractor shall supply color samples post bid.
- 2.7.4 The County reserves the right to order shelters in different colors or finishes. The County desires the use of low VOC and waterborne paints for work performed from this Invitation for Bid. A percentage price preference shall be applied as specified Document C, Item 20.
- 2.7.5 The Contractor shall describe measures to recycle excess powder.
- 2.7.6 The shelter frames shall have a graffiti resistant coating applied.
- 2.7.7 Surfaces shall not have any of the following characteristics (if applicable):
- 2.7.7.1 Blister or bubbles;
- 2.7.7.2 Chips, scratches or gouges on the surface finish;
- 2.7.7.3 Cracks in the paint film;
- 2.7.7.4 Crater where paint failed to cover due to surface contamination;
- 2.7.7.5 Overspray;
- 2.7.7.6 Peeling;
- 2.7.7.7 Runs or sags from excessive flow and failure to adhere uniformly to the surface; and
- 2.7.7.8 Chemical stains and water spots.
- 2.7.8 To the degree consistent with industry standards surfaces shall have a gloss finish and free of orange peel.
- 2.7.9 All exterior finished surfaces shall be impervious to commercial cleaning agents.
- 2.7.10 Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.
- 2.7.11 Delivery: The shelters will be ordered on an as needed basis as follows:
- 2.7.11.1 The Contractor shall deliver two shelters per delivery.
- 2.7.11.2 The Contractor shall deliver to designated site(s) in Columbia, Maryland 21046. Delivery sites are subject to change based on location of the Contractor who will install bus shelters.

2.7.11.3 Shelters shall be delivered in a “knocked down” state.

2.7.11.4 Each delivery shall include the assembly instructions.

2.8 Inspection and Acceptance:

2.8.3 Upon delivery of shelter, the County will inspect each shelter.

2.8.4 If a shelter fails inspection by the County, the County will notify the Contractor in writing within thirty (30) days including sufficient detail so that the Contractor can make corrections. The Contractor shall provide a written plan detailing necessary corrections.

2.8.3 The County will not make payment until corrections are completed and accepted by the County.

DOCUMENT F

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time.
- 1.2 All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to the Issuing Office no later than the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.
- 1.4 Each bid shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the County Purchasing Agent or Designee in writing not later than five days prior to the scheduled opening of bids. Exceptions taken do not obligate the County to change the specifications. The County Purchasing Agent or Designee will notify all Contractors of any changes, additions or deletions to the specifications by addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/purchasing).

2 BID DOCUMENTS: The required bid documents shall be submitted, in duplicate (original and one copy), to the Issuing Office no later than the opening date and time specified in Document A. Failure to return required documents may be cause for rejection of the bid. This solicitation requires the return of the following documents:

- 2.1 Bid Document "G", (Price Pages 1, 2, 3, 4),
- 2.2 Bid Document "H" (Detail Specifications)
- 2.3 Bid Document "I" (Recycled and Environmentally Preferable Products, Services, Equipment)
- 2.4 Bid Document "J" (Affidavit)
- 2.5 Bid Document "M" (Contractor Checklist)
- 2.6 Bid Document "N" (Federal Requirements, Clauses and Certifications)
- 2.7 Bid Document "O" (Certification Regarding Lobbying)

2.8 Bid Document "P" (Disadvantaged Business Enterprise Requirements)

- 3 RECYCLED PAPER: Contractors are encouraged to submit responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.
- 4 SAMPLE INVOICE: Contractors are required to provide a sample invoice with the bid response. The sample invoice shall contain the details enumerated in Document D, Paragraph 11.2.
- 5 LITERATURE: Two sets of complete descriptive literature must be furnished with bid. Failure to do so shall be sufficient cause for rejection of the bid. Use of recycled paper is encouraged.
- 6 EXCEPTIONS: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications.

DOCUMENT G
PRICE PAGE NO. 1

TITLE: Commodity Contract for Bus Shelters (re-bid)

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above goods and/or services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____

(City) (State) (Zip Code)

TELEPHONE: _____ FAX: _____

E-MAIL ADDRESS: _____

Is the company a certified Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO
If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy which includes race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity and expression, personal appearance, familial status or source of income? ☐ YES
☐ NO

The County Purchasing Agent or Designee reserves the right to request such documentation, if desired, at a later date.

Delivery Time From Date of Award: _____
(This delivery time will be considered in determining the award.)

Payment Terms: _____ All deliveries shall be F.O.B. Destination, Inside Delivery.

(The payment terms shall be considered net 30 days unless otherwise indicated. The payment terms will be considered in determining the award.)

The company will accept Visa procurement cards: ☐ Yes ☐ No

DOCUMENT G
PRICE PAGE NO. 2

COMPANY NAME: Commodity Contract for Bus Shelters (re-bid)

(Contractors are prohibited from charging any additional fees over and above their bid prices to process payments on procurements cards. This will be considered in determining the award.)

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

TOTAL BID PRICE \$ _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

DOCUMENT G
PRICE PAGE NO. 3

COMPANY NAME: _____

TITLE: Commodity Contract for Bus Shelters (re-bid)

NIGP CODE/PRODUCT CODE: 155 76

	COMMODITY/SERVICE DESCRIPTION	ESTIMATED QUANTITY	U/M	UNIT PRICE (Places Only**)	EXTENDED PRICE
A.	GROUP A - SHELTERS				
1.	<p>Bus Shelter: Standard, Brasco Model No.SL612-W or County approved alternate, Glazing, Lighting Fixture, Hardware, Graffiti Resistant Coating, custom color</p> <p>The County desires the use of low VOC and waterbourne paints for work performed on this bid. A percentage price preference shall be applied as specified in Document C, Item #20.</p>	50	EA.	\$____.____	\$____.____
2.	<p>Bus Shelter, Route 1 Shelter: Brasco Model No. SL510 or County approved alternate, Glazing, Lighting Fixture, Hardware, Graffiti Resistant Coating, custom color</p> <p>The County desires the use of low VOC and waterborne paints for work performed on this bid. A percentage price preference shall be applied as specified in Document C, Item #20.</p>	10	EA.	\$____.____	\$____.____
3.	<p>Bus Shelter, Cantilever Shelter, Lighting Fixture, Hardware, Graffiti Resistant Coating, custom color schedule holder</p> <p>The County desires the use of low VOC and waterborne paints for work performed on this bid. A percentage price preference shall be applied as specified in Document C, Item #20</p>	15	EA.	\$____.____	\$____.____

DOCUMENT G
PRICE PAGE NO. 4

(Must be completed, signed and submitted with the bid.)

B.	GROUP B - ADDITIONAL ITEMS				
4.	Panels, Glazing, Spare, Standard Bus Shelter	50	EA.	\$_____.____	\$_____.____
5.	Panels, Spare Roof , Standard Bus Shelter	2	EA.	\$_____.____	\$_____.____
6.	Panels, Spare Glazing, Route 1 Shelter	10	EA.	\$_____.____	\$_____.____
7.	Panels, Spare Roof, Route 1 Shelter	2	EA.	\$_____.____	\$_____.____
	*TOTAL BID PRICE (GROUP A +B, Items 1 - 7)				\$_____.____

*This figure should appear as Total Bid Price (Items #1through #7) on Bid Price Page - 1.

** Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places, adjust responses accordingly.

Note: Award will be based on the total bid price of Items 1-7 (Group A + Group B). The optional solar power/battery system (Section C) must be provided, however award will be made to the lowest responsive and responsible Contractor for the total bid price for items 1-7.

C.	GROUP C – OPTIONAL FEATURE				
1.	Solar Power/Battery System for Fixtures	10	EA	\$_____.____	\$_____.____

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing to be successfully entered into the County's financial system. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

Bidder to provide proposed shipping method (e.g. Contractor's truck, Fedex Ground) including Standard and Second Day Delivery for all items above:

COMPANY NAME:_____

DOCUMENT H

DETAIL SPECIFICATIONS

COMPANY NAME: _____

The bidder shall complete **EVERY** item in Column B – **BIDDER'S SPECIFICATIONS** column. The bidder shall indicate that the item being bid is exactly as specified by stating “**AS SPECIFIED**” in COLUMN B next to each item of the specifications. If the item being bid is not as specified, a full explanation of the deviation must be given next to the item.

Bidders shall complete **both** Column A, County's Specification and Column B, Bidder's Deviation for any deviations from the specifications detailed in the Invitation For Bid. If the item being bid is **not** as specified, a full explanation of the deviation must be given. This Document must be included in the bid response even if there are no deviations to the specifications by answering yes or no below.

Company Name: _____

The bus shelters offered have deviations from the specifications ☐ Yes ☐ No

COLUMN A COUNTY'S SPECIFICATIONS

COLUMN B BIDDER'S DEVIATIONS

1.	
2.	
3.	
4.	
5.	
6	
7.	
8.	
9.	
10.	

Additional Information/Comments (attach additional pages as needed)

DOCUMENT I

PURCHASE OF RECYCLED AND ENVIRONMENTALLY PREFERABLE PRODUCTS, SERVICES AND EQUIPMENT

(Must be completed, signed, and submitted with the bid.)

This documentation will assist the County in the maximizing the procurement of goods made from recycled, recyclable and environmentally preferred materials when such goods can be reasonably obtained or substituted for products made from virgin materials. Environmentally Preferred Products and Services are defined as products and services that have a lesser or reduced effect on human health and the environment when compared to competing products and services that serve the same purpose. This applies to raw material acquisition, as well as product manufacturing, distribution, use, maintenance and disposal.

Environmentally Preferred Products (EPPs) include, but are not limited to, recycled materials (asphalt, tires, paper), low or no VOC paint, non-toxic dyes, designated green certified cleaning products, low emission vehicles, etc. The County will give a percentage price preference not exceeding 5% for the purchase of environmentally preferable products (EPPs). The percentage price preference will not apply if doing so will cause a denial of Federal or State funding or is inconsistent with Federal or State law. For clarification of any terms used below, please contact the Office of Purchasing, (410) 313-6370.

The goods being bid:

☐ are made from recycled materials. Specify total recycled content and what was reused or recycled: _____

☐ represent _____% post-consumer waste.

☐ represent _____% pre-consumer waste.

☐ do not contain any recycled materials.

☐ have a 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc. Please provide dates of completion and certificate numbers as appropriate: _____

☐ are in the process of achieving 3rd party certification, such as EnergyStar, FSC, ISO 14000 series, Green Label, etc.

☐ have no 3rd party certification.

If the goods specified in this solicitation are new, could the County purchase remanufactured or reusable goods that would perform the same function equally to new goods? ☐ Yes ☐ No

If "yes", please provide specifics as to the remanufactured or reusable substitute goods, including prices for the remanufactured or reusable substitutes _____

If "no", please explain why not: _____

In the packaging of the goods for delivery to the County:

☐ recycled and recyclable packaging materials will be used.

☐ recyclable packaging materials will be used.

☐ no recycled or recyclable packaging materials will be used.

Does the company have an environmental (and/or social) responsibility statement? ☐ Yes ☐ No

The County Purchasing Agent or Designee reserves the right to request such documentation, if desired, at a later date.

DOCUMENT J
AFFIDAVIT

(Must be completed, signed, and submitted with the bid.)

Contractor _____

Address _____

Telephone _____ Bid Number _____

I, _____, the undersigned, _____ of the above named Contractor
does (Print Signer's Name) Print Office Held)

declare and affirm this _____ day of _____, _____, that I hold the aforementioned office in the
(Month) (Year)

above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

DATE

SIGNATURE

PRINTED NAME

TITLE

**DOCUMENT M
CONTRACTOR CHECKLIST**

**COMMODITIES CONTRACT FOR BUS SHELTERS BID NUMBER 2010-30
(Must be completed, signed and returned with bid.)**

The Contractor Checklist is provided as an aid to bidders to ensure necessary documents and information are provided as part of the bid. This checklist does not reflect all requirements and information nor does it exempt the bidder from providing sufficient information for the County to determine responsiveness to this Bid.

The following documents and information is included in the bidder response:	Yes	No
Documents		
Document G, Price Pages 1, 2, 3 and 4		
Document H, Detail Specifications Comparison		
Document I, Purchase of Recycled and Environmentally Preferable Products, Services, Equipment		
Document J, Affidavid		
Document K, Contractor Checklist		
Document L, Federal Requirements, Clauses and Certifications		
Certifications		
Certification regarding Lobbying (Document M)		
Requirements and Information		
Two sets of descriptive literature, including shop drawings on both proposed shelters, lighting and power supply		
Performance information on solar power system		
Description on measures company paint shop uses to recycle excess powder.		
Warranty Information		
Narrative and supporting documentation demonstrating that the bidder has an understanding of and can meet the specifications in this Invitation for Bid, including a description of company facilities.		
DUNs and CCR Numbers		
Exceptions the Contractor will take to bid terms and conditions on company letterhead.		
Sample Invoice (Exhibit I)		

DOCUMENT N

FEDERAL REQUIREMENTS, CLAUSES AND CERTIFICATIONS

CIVIL RIGHTS: The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, -including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of the U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SUSPENSION AND DEBARMENT:

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, the Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by Howard County. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to remedies available to Howard County, the Federal Government and/or Howard County may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

The Contractor agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Contractor also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Contractor agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;

U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;

Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and

Local Government Services," 28 C.F.R. Part 35;

U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;

U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;

U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;

U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and

U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and;

Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

CARGO PREFERENCE REQUIREMENTS:

The Contractor agrees to comply with 46 U.S.C. 1241 and 46 CFR Part 381:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the Contractor in the case of a subcontractor's bill-of-lading.)
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

CLEAN AIR:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The Contractor agrees to report each violation to Howard County and understands and agrees that Howard County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA

Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* The Contractor agrees to report each violation to Howard County and understands and agrees that Howard County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

FLY AMERICA:

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

RECYCLED PRODUCTS:

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR part 247.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS:

All contractual provisions required by U.S. DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. The Contractor shall not perform any act, fail to perform any act or refuse to comply with any Howard County requests that would cause Howard County to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES:

The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

FEDERAL CHANGES:

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in any Master Contract involving and/or effecting Howard County and FTA, as they may be amended or promulgated from time to time during the term of the contract. The Contractor’s failure to so comply shall constitute a material breach of contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS:

The following access to records requirements apply to this Contract: The Contractor agrees to provide the County, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

TERMINATION

Termination for Convenience: Howard County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. Howard County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the contract, the County may terminate the contract for

default. Upon termination for default, payment may be withheld at the discretion of Howard County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

BUY AMERICA:

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content. The Contractor must submit to Howard County the appropriate Buy America certification (Bid Document K) with all proposals on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification shall be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

PROTEST

Any protest concerning the award of a contract shall be decided by the Purchasing Agent. Protests shall be made in writing to the Office of Purchasing, Senior Buyer, Office of Purchasing, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Office of Purchasing. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reasons for the protest and supporting exhibits. The Office of Purchasing will respond to the written protest within ten days. The County Purchasing Agent's decision relative to the protest shall be final.

DISPUTES

In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent, or authorized representatives, shall be final and binding on all parties. The County Purchasing Agent may request, in writing, the recommendation of the head of the County agency using the item or other objective sources.

FEDERAL PARTICIPATION

Federal funds will be used to finance this purchase, therefore, federal guidelines shall apply throughout process.

DOCUMENT O

CERTIFICATION REGARDING LOBBYING

(Must be completed, signed, and submitted with the bid.)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or any cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 1040-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31, U.S.C. § 1352 (c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31, U.S.C. § A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date

DOCUMENT P

DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 10%. A separate contract goal of 0% has been established for this procurement.
- b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Howard County deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- c. Bidders are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following concurrent with and accompanying sealed bid:
1. The names and addresses of DBE firms that will participate in this contract;
 2. A description of the work each DBE will perform;
 3. The dollar amount of the participation of each DBE firm participating;
 4. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
 5. Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
 6. If the contract goal is not met, evidence of good faith efforts to do so.
- Bidders must present the information required above as a matter of responsiveness (see 49 CFR 26.53(3)).

**EXHIBIT I
SAMPLE INVOICE**

SAMPLE INVOICE

Your Company's Name

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

__/__/10

Invoice No.:

Date:

FEIN:

Contract #: 44XXXXXXXX

Purchase Order #: 2XXXXXXXXX

Performance Period: __/__/10-

(For Services)

Cont. Line #	PO Item #	Goods/Services Description	List Price	% Discount	Net Price	Quantity	Extended Price
Total Due Upon Receipt							

Payment Terms:

Please make check payable to **Your Company's Name** and remit payment to:

Your Company's Name

Address

Address

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at **Telephone No.** and **Email Address.**